

**UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND
(Northern Division)**

IN RE TITANIUM DIOXIDE ANTITRUST
LITIGATION

Master Docket No. 10-CV-00318-RDB

THIS DOCUMENT RELATES TO:

All Actions

DEFENDANTS' MOTION TO AMEND CLASS DEFINITION

Defendants E. I. du Pont de Nemours and Company ("DuPont"), Huntsman International LLC ("Huntsman"), Kronos Worldwide, Inc. ("Kronos"), and Cristal USA Inc. (formerly known as Millennium Inorganic Chemicals, Inc.) ("Cristal USA"), respectfully move that the Court amend the definition of the class herein to exclude from the class any purchasers who are precluded from pursuing their claims in this forum by the operation of an arbitration, forum selection, and/or jury waiver clause in those purchasers' contracts for the purchase of titanium dioxide.

Specifically, for the reasons set forth in the accompanying memorandum in support, the Defendants ask that the Court amend the class definition as follows:

All persons and entities who purchased titanium dioxide in the United States directly from one or more Defendants or Tronox, or from any predecessors, parents, subsidiaries, or affiliates thereof, between February 1, 2003 and the present ("Class Period"), except those persons and entities who purchased titanium dioxide in the United States directly from one or more Defendants or Tronox, or from any predecessors, parents, subsidiaries, or affiliates thereof,

during the Class Period pursuant to a written contract containing (i) an arbitration clause, (ii) a clause restricting the litigation of disputes to courts other than the U.S. District Court for the Northern District of Maryland, and/or (iii) a provision waiving the right to a jury trial. Also excluded from the Class are Defendants, their coconspirators, parent companies, predecessors, subsidiaries and affiliates, and all governmental entities.

Exclusion of these purchasers from the class is necessary to ensure that the class definition does not improperly include purchasers who would be precluded from participating on an individual basis in this court.

Defendants also pray for such further relief to which they may be justly entitled.

Dated: November 2, 2012

Respectfully submitted,

/s/ David B. Hamilton

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